

EXHIBIT 8

<p style="text-align: right;">1443</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 testify to the truth, testified as follows:</p> <p>3 (There was a discussion off the</p> <p>4 record.)</p> <p>5 DIRECT EXAMINATION</p> <p>6 BY MR. KLEINHENDLER:</p> <p>7 Q Good morning, Mr. Trovini.</p> <p>8 Could you briefly go through your</p> <p>9 educational and professional background for</p> <p>10 the panel?</p> <p>11 A I have a bachelor of science</p> <p>12 and engineering in management. I have an</p> <p>13 MBA, and I also graduated from law school.</p> <p>14 I am licensed to practice in the State of</p> <p>15 New York. And do you want the professional</p> <p>16 background?</p> <p>17 Q Yes.</p> <p>18 A My professional background is I</p> <p>19 have been involved in real estate and</p> <p>20 construction since 1989. I presently am</p> <p>21 the president of Related Construction</p> <p>22 Holdings, which employs roughly 600 to 700</p> <p>23 people, which has various concerns</p> <p>24 including a curtain wall manufacturing</p> <p>25 company in Pennsylvania, a construction</p>	<p style="text-align: right;">1445</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 completed yet and the curtain wall</p> <p>3 manufacturing had not commenced.</p> <p>4 And there was no sight of it</p> <p>5 ever arriving to -- or, in this case,</p> <p>6 window wall -- to the project.</p> <p>7 Q Okay. Let's back up. There</p> <p>8 came a time -- now, do you -- could you</p> <p>9 describe who are the owners of this</p> <p>10 project?</p> <p>11 A I think it was HP.</p> <p>12 Q HPS?</p> <p>13 A Yes, right.</p> <p>14 Q We can go to the document.</p> <p>15 A But it amounts to, you know,</p> <p>16 the legal owners, the entity's name HPS is</p> <p>17 defined in the contract. But it was a</p> <p>18 tri-venture, if you will, among Monadnock,</p> <p>19 a Related entity, and Phipps Housing.</p> <p>20 And it was actually a very</p> <p>21 highly publicized affordable housing</p> <p>22 project in the City of New York that was</p> <p>23 going to contribute over close to a</p> <p>24 thousand units to the City of New York.</p> <p>25 And so it was a great achievement of the</p>
<p style="text-align: right;">1444</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 management company here in New York, and an</p> <p>3 HVAC company here in New York, amongst</p> <p>4 other concerns.</p> <p>5 Q Are you also an officer of the</p> <p>6 Related Companies?</p> <p>7 A I am a senior vice president of</p> <p>8 the Related Companies. And I -- as I said</p> <p>9 I am the president of Related Construction</p> <p>10 Holdings.</p> <p>11 Q Did there come a time where you</p> <p>12 got involved with the Hunters Point</p> <p>13 project, the subject of this litigation?</p> <p>14 A Yes.</p> <p>15 Q Describe when you got involved.</p> <p>16 A I usually get involved</p> <p>17 specifically with construction projects</p> <p>18 because they are -- they are delayed or</p> <p>19 there is some kind of major issue involved</p> <p>20 with them.</p> <p>21 And at the time that I got</p> <p>22 involved we had basically what amounted to</p> <p>23 a naked or a partially naked building,</p> <p>24 partially only because it was only with --</p> <p>25 the superstructure concrete had not been</p>	<p style="text-align: right;">1446</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 Bloomberg administration.</p> <p>3 Q Okay. I'm going to take you to</p> <p>4 Exhibit 32, please.</p> <p>5 (Previously Marked Exhibit No.</p> <p>6 32, Parcel A CM Agreement between</p> <p>7 Monadnock and HPS, Document is</p> <p>8 introduced into the proceedings.)</p> <p>9 Q And while we go get that up on</p> <p>10 the screen, 32. Do you know whether, in</p> <p>11 that tri-party, whether Related had a</p> <p>12 managerial role?</p> <p>13 What was Related's role within</p> <p>14 that tri-party ownership entity?</p> <p>15 A I mean, they certainly took --</p> <p>16 I don't -- I don't know the document, and</p> <p>17 don't I know the actual definition of it.</p> <p>18 However, they took -- they took</p> <p>19 the lead management role. Phipps is more</p> <p>20 of an investor, and Monadnock, obviously,</p> <p>21 is a builder of its own right.</p> <p>22 But Related took the lead in</p> <p>23 that entire triumvirate, if you will.</p> <p>24 CHAIRMAN ROSSI: The lead</p> <p>25 developer in that?</p>

<p style="text-align: right;">1451</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 MR. RENDA: 4-1, what?</p> <p>3 Q If you go to the top of that.</p> <p>4 A 4-1-G.</p> <p>5 Q Here, "administration of the</p> <p>6 contract."</p> <p>7 MR. BURSTYN: It says</p> <p>8 "construction."</p> <p>9 (There was a discussion off the</p> <p>10 record.)</p> <p>11 CHAIRMAN ROSSI: All right.</p> <p>12 Excuse me, sir. We are just going to</p> <p>13 have witnesses and lawyers talking.</p> <p>14 (There was a discussion off the</p> <p>15 record.)</p> <p>16 Q "Administration of the</p> <p>17 construction: Construction managers shall</p> <p>18 insist on and perform the following</p> <p>19 services in connection with the bidding and</p> <p>20 award of written contracts."</p> <p>21 And I will just slide down to</p> <p>22 G:</p> <p>23 "Prepare each trade contract.</p> <p>24 Unless otherwise agreed, each trade</p> <p>25 contract shall be written on construction</p>	<p style="text-align: right;">1453</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 "a prime contract." It refers to "a prime</p> <p>3 contract"?</p> <p>4 A Right.</p> <p>5 Q And is that the CM contract we</p> <p>6 were just looking at?</p> <p>7 A Right.</p> <p>8 Q Now, I just want -- I want you</p> <p>9 and the panel to take your time and read</p> <p>10 through article two of the form contract,</p> <p>11 called "Mutual Rights and Responsibilities"</p> <p>12 on the next page, on page 14793, right</p> <p>13 here.</p> <p>14 (There was a discussion off the</p> <p>15 record.)</p> <p>16 Q Just take -- take your time and</p> <p>17 read through that.</p> <p>18 All right. And just to</p> <p>19 summarize it, we have gone through this.</p> <p>20 We have referred to it as a "pass-through"</p> <p>21 or whatever.</p> <p>22 Could you -- is this something</p> <p>23 that you would typically have in a contract</p> <p>24 that Related -- would do -- with a CM?</p> <p>25 MR. CINQUE: Objection. This</p>
<p style="text-align: right;">1452</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 manager's standard trade contract annexed</p> <p>3 as Exhibit F."</p> <p>4 Okay. Do you see that?</p> <p>5 A Right.</p> <p>6 Q I want to go now to Exhibit F</p> <p>7 of this.</p> <p>8 (There was a discussion off the</p> <p>9 record.)</p> <p>10 Q It's page 14790. You guys have</p> <p>11 it?</p> <p>12 A Yes.</p> <p>13 Q Okay.</p> <p>14 (There was a discussion off the</p> <p>15 record.)</p> <p>16 Q And this is Exhibit F. And can</p> <p>17 you identify what this is, Exhibit F?</p> <p>18 A It's standard form of agreement</p> <p>19 between contractor and subcontractor. It's</p> <p>20 an AIA form. It's -- it's used throughout</p> <p>21 the industry.</p> <p>22 Q And it identifies project -- if</p> <p>23 you look at the first page on page 14791 --</p> <p>24 she has it up there now -- stop.</p> <p>25 It refers to the "project" as</p>	<p style="text-align: right;">1454</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 now is getting into the realm of</p> <p>3 expert testimony, and there is no</p> <p>4 expert report.</p> <p>5 And, secondly, I think it</p> <p>6 speaks for itself.</p> <p>7 And, thirdly, there is nothing</p> <p>8 in the arbitration demand that refers</p> <p>9 to any sort of a pass-through or</p> <p>10 anything like that. It looks like now</p> <p>11 they are coming up with a theory at</p> <p>12 the end of their case that somehow</p> <p>13 they are allowed to pass through</p> <p>14 certain charges; and there is nothing</p> <p>15 in the arbitration demand about that.</p> <p>16 There is specific language in</p> <p>17 the contract between Monadnock and</p> <p>18 Glasswall, if I may just read it to</p> <p>19 you. It's Exhibit I -- I'm sorry --</p> <p>20 Exhibit G in my book.</p> <p>21 (Previously Marked Exhibit No.</p> <p>22 G, Contract between Monadnock and</p> <p>23 Glasswall, Document is introduced into</p> <p>24 the proceedings.)</p> <p>25 MR. CINQUE: It specifically</p>

<p style="text-align: right;">1455</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 says that there is no relationship</p> <p>3 between -- there is no contractual</p> <p>4 relationship between the owner and</p> <p>5 Glasswall.</p> <p>6 It's paragraph 1.3. And it</p> <p>7 reads as follows:</p> <p>8 This subcontract of -- "The</p> <p>9 subcontract document shall not be</p> <p>10 construed to create a contractual</p> <p>11 relationship of any kind between" --</p> <p>12 and then, number two -- "the owner and</p> <p>13 the manufacturer," which is Glasswall,</p> <p>14 or, "three, between any persons or</p> <p>15 entities other than the contractor,"</p> <p>16 which is Monadnock, "and</p> <p>17 manufacturer," which is Glasswall.</p> <p>18 So I would object.</p> <p>19 And on top of that, two more</p> <p>20 things:</p> <p>21 There is litigation pending in</p> <p>22 Florida between Related and Glasswall.</p> <p>23 And if they want -- if Monadnock wants</p> <p>24 to assert a claim -- I'm sorry --</p> <p>25 between Related and Glasswall.</p>	<p style="text-align: right;">1457</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 Glasswall, there is Florida litigation</p> <p>3 they can assert them in.</p> <p>4 And there is nothing in the</p> <p>5 demand for arbitration that says there</p> <p>6 is any sort of claims being asserted</p> <p>7 on behalf of or in the name of or a</p> <p>8 pass-through or whatever. And this is</p> <p>9 taking us totally by surprise.</p> <p>10 CHAIRMAN ROSSI: And anything</p> <p>11 else?</p> <p>12 MR. CINQUE: I think that's</p> <p>13 about it.</p> <p>14 CHAIRMAN ROSSI: Okay. So the</p> <p>15 objection is overruled. The document</p> <p>16 is in evidence. He asked him what he</p> <p>17 thought the document stood for, what</p> <p>18 his interpretation of it is.</p> <p>19 And it's not necessarily</p> <p>20 binding on us, but, certainly, we</p> <p>21 would like to hear what the</p> <p>22 contracting parties thought they were</p> <p>23 signing when they signed this</p> <p>24 document.</p> <p>25 What you're -- what you are</p>
<p style="text-align: right;">1456</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 And if Related wants to assert</p> <p>3 claims against Glasswall, the forum to</p> <p>4 do it is in the lit -- is in the</p> <p>5 litigation in the State of Florida,</p> <p>6 not in this arbitration.</p> <p>7 And there is no arbitration</p> <p>8 agreement between Related and</p> <p>9 Glasswall. And they shouldn't be</p> <p>10 allowed at this point to start</p> <p>11 throwing in claims that aren't in the</p> <p>12 demand for arbitration. There is no</p> <p>13 privity of contract.</p> <p>14 MS. FODOR: Okay. If he would</p> <p>15 have used the word "flow-down</p> <p>16 provision," instead of "pass-through</p> <p>17 provision," would you still have an</p> <p>18 objection?</p> <p>19 MR. CINQUE: Yes, it's not</p> <p>20 really the terminology. It's just</p> <p>21 that there is no -- there's no privity</p> <p>22 of contract between Related and</p> <p>23 Glasswall. And there should be no</p> <p>24 claims at all about Related.</p> <p>25 If Related has claims against</p>	<p style="text-align: right;">1458</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 doing, Mr. Cinque, with all due</p> <p>3 respect, is you are a legal argument.</p> <p>4 Whether or not that claim is before</p> <p>5 us, whether or not there is a</p> <p>6 pass-through claim, or can it be</p> <p>7 prosecuted -- you know, I mean, it's</p> <p>8 an interesting point. We will have to</p> <p>9 make that decision. But since you</p> <p>10 gave a long objection, I am just</p> <p>11 giving a long -- a long overruling.</p> <p>12 So you want to read back the</p> <p>13 question, and I know it's way back.</p> <p>14 (Reporter read back pending</p> <p>15 question:</p> <p>16 QUESTION: "All right. And</p> <p>17 just to summarize it, we have gone</p> <p>18 through this. We have referred to it</p> <p>19 as a 'pass-through' or whatever.</p> <p>20 Could you -- is this something that</p> <p>21 you would typically have in a contract</p> <p>22 that Related -- would do -- with a</p> <p>23 CM?")</p> <p>24 A Okay. Unlike a general</p> <p>25 contracting structure, and notwithstanding</p>

<p style="text-align: right;">1471</p> <p>1 Monadnock v. Glasswall - Volume VI 2 and the owner, that's 32. That's what 3 we are looking at right now. 32 is 4 parcel A. 33 is parcel B. 5 (Previously Marked Exhibit No. 6 33, Parcel B CM Agreement between 7 Monadnock and HPS, Document is 8 introduced into the proceedings.) 9 CHAIRMAN ROSSI: That's right. 10 We -- we were looking at the -- at the 11 exhibit. 12 MR. KLEINHENDLER: Yeah, that 13 was the exhibit to it. 14 CHAIRMAN ROSSI: I apologize. 15 Yeah, yeah. 16 MR. KLEINHENDLER: Okay. 17 CONTINUED EXAMINATION 18 BY MR. KLEINHENDLER: 19 Q Can we go? 20 A Yes, I'm sorry. Go ahead. 21 Q So we -- we -- do you rec -- 22 can you take a look at that? It's a 23 schedule dated March 14, 2013. 24 Do you see that? 25 A Yes.</p>	<p style="text-align: right;">1473</p> <p>1 Monadnock v. Glasswall - Volume VI 2 A The year 2014. 3 Q For parcel A. 4 And can we go to the first TCO 5 for parcel B, Jocelyn, the next entry. 6 And when is the first TCO? 7 A First TCO is June 18th of 2014. 8 Q And when was the final TCO? 9 I mean, when was the TCO for 10 the last floors on parcel B? 11 A Third TCO is floor 16 to 32, 12 September 30, 2014. 13 Q And the fact is this project 14 did not make those TCO dates; did it? 15 A No. 16 Q No, they didn't. 17 Okay. So can you just 18 quickly -- Jocelyn, I just want to get it 19 in the record. We have the actual TCO 20 numbers. Jocelyn, could you put up 21 exhibit -- parcel A, the first TCO, that's 22 Exhibit 53, please. 23 (Previously Marked Exhibit No. 24 53, Document is introduced into the 25 proceedings.)</p>
<p style="text-align: right;">1472</p> <p>1 Monadnock v. Glasswall - Volume VI 2 Q And do you recognize that? 3 A Yes. 4 Q And that was the project 5 schedule under the CM agreement for A? 6 A Yes. 7 Q Can we just go to the next one. 8 In 235, it's pages MC 140 to 143. 9 Do you have that up there -- 10 the next one -- okay. And do you see that? 11 Do you recognize that as the 12 project schedule for B? 13 A Yes. 14 Q Okay. Now, if you go back to 15 the first project schedule, please, and you 16 go to the end of it for parcel A, and blow 17 it up. 18 Do you see "project complete 19 dates" there? 20 A Yeah, first TCO. 21 Q When was the first TCO? 22 A The first TCO is August -- they 23 give a range usually -- that date -- 24 August 1, '14. 25 Q 2014?</p>	<p style="text-align: right;">1474</p> <p>1 Monadnock v. Glasswall - Volume VI 2 MR. KLEINHENDLER: What is the 3 first exhibit, first TCO. 4 MS. WEINSTEIN: I'll find it. 5 MR. KLEINHENDLER: 44044. 6 Sorry -- no -- no -- it's exhibit -- 7 sorry. 8 (There was a discussion off the 9 record.) 10 MR. KLEINHENDLER: 183, sorry, 11 183, I apologize. 12 (Previously Marked Exhibit No. 13 183, First TCO for floors 1 to 8, 14 Document is introduced into the 15 proceedings.) 16 Q Do you see that? Could you 17 identify that as the first TCO for 18 floors -- is that 1 through 8? 19 MR. KLEINHENDLER: Is that the 20 first one? Yeah. 21 A Yep, if you go up, it says 22 "Certificate of Occupancy." 23 Q What floors? 24 A It says number of stories, 37. 25 Go to the first one.</p>

<p style="text-align: right;">1475</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 (There was a discussion off the</p> <p>3 record.)</p> <p>4 Q 1 through 11?</p> <p>5 A Right.</p> <p>6 Q So what is the date on that?</p> <p>7 A Scroll up to the top. Usually,</p> <p>8 that's where it is.</p> <p>9 (There was a discussion off the</p> <p>10 record.)</p> <p>11 A Top of the document. It's</p> <p>12 okay.</p> <p>13 Q That's --</p> <p>14 A Dated -- effective date is</p> <p>15 July 08, 2015.</p> <p>16 (There was a discussion off the</p> <p>17 record. Multiple people were speaking</p> <p>18 at the same time.)</p> <p>19 Q July twenty -- July 8th?</p> <p>20 A Yeah, July 8, 2015.</p> <p>21 Q From August 1st to July 8th is</p> <p>22 about how many months?</p> <p>23 A 12 months.</p> <p>24 Q Okay. And let's just go to</p> <p>25 parcel B, the first that -- we have just</p>	<p style="text-align: right;">1477</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 roughly, 11, right. Yeah, that date was</p> <p>3 June, if I remember correct -- correctly.</p> <p>4 Q Right, June 18th.</p> <p>5 A Yeah.</p> <p>6 Q So one was about 12 months; one</p> <p>7 was about 11 months?</p> <p>8 A Yeah.</p> <p>9 Q Okay. Now, let's go back to</p> <p>10 the contract, and I am back to the CM</p> <p>11 agreement, page 21, paragraph one.</p> <p>12 Okay. Let's go to the top. It</p> <p>13 says here:</p> <p>14 "Construction manager shall</p> <p>15 promptly and diligently perform" and --</p> <p>16 "services and shall cause the work of all</p> <p>17 trade contractors to be performed in strict</p> <p>18 accordance with the project construction</p> <p>19 schedule approved by the owner" as same as</p> <p>20 revised. "Construction manager</p> <p>21 acknowledges that time is of the essence in</p> <p>22 performance of the services and the</p> <p>23 progress of the work." And "this</p> <p>24 requirement applies to all dates, times,</p> <p>25 limits, and requirements."</p>
<p style="text-align: right;">1476</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 seen the first TCO on the contract was</p> <p>3 supposed to be --</p> <p>4 (There was a discussion off the</p> <p>5 record.)</p> <p>6 Q -- 186. When was the second --</p> <p>7 when was the first TCO of parcel A?</p> <p>8 MS. WEINSTEIN: Parcel B?</p> <p>9 MR. KLEINHENDLER: Parcel B,</p> <p>10 sorry.</p> <p>11 (Previously Marked Exhibit No.</p> <p>12 186, TCO, Document is introduced into</p> <p>13 the proceedings.)</p> <p>14 A Effective date, July 22, 2015.</p> <p>15 Q And when was the date -- parcel</p> <p>16 TCO --</p> <p>17 (There was a discussion off the</p> <p>18 record. Multiple people were speaking</p> <p>19 at the same time.)</p> <p>20 Q Parcel B, first TCO,</p> <p>21 Exhibit one seventy -- 178, please.</p> <p>22 (Previously Marked Exhibit No.</p> <p>23 178, TCO, Document is introduced into</p> <p>24 the proceedings.)</p> <p>25 A Okay. May 14, 2015. So it's</p>	<p style="text-align: right;">1478</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 Did Monadnock meet that</p> <p>3 requirement under article 15?</p> <p>4 A No.</p> <p>5 Q No. Okay. Now, I want to take</p> <p>6 you back to -- still in this agreement, I</p> <p>7 want to take you to article nine, page 11.</p> <p>8 And that is article nine on page 11 of the</p> <p>9 agreement, the "default" section.</p> <p>10 Okay. "Events of default," do</p> <p>11 you see that? I want to take you down to</p> <p>12 D, please, and it reads:</p> <p>13 "An event of default is</p> <p>14 construction manager cannot, for reasons</p> <p>15 due to fault of the construction manager</p> <p>16 and/or its trade contractors, complete its</p> <p>17 services on or before the date of</p> <p>18 substantial completion set forth in the</p> <p>19 project construction schedule."</p> <p>20 Do you see that?</p> <p>21 A Yes.</p> <p>22 Q Is it your understanding --</p> <p>23 CHAIRMAN ROSSI: Could you push</p> <p>24 that up a little bit -- no, the other</p> <p>25 way.</p>

<p style="text-align: right;">1491</p> <p>1 Monadnock v. Glasswall - Volume VI 2 the proceedings.) 3 Q In Exhibit 15, would you please 4 identify who is identified as the owner? 5 Exhibit 15 is the subcontract 6 for parcel B with Glasswall. 7 Who is the owner entity? 8 A HPS Borden Avenue Associates. 9 Q Now, if you look at Exhibit 33, 10 which is the CM agreement for parcel B, who 11 is the owner? 12 A HPS Borden Avenue Associates. 13 Q Now, these two LLCs that we 14 just identified, is Related a partner of 15 both LLCs? 16 A Yes. 17 Q Okay. And to the best of your 18 recollection, were you the manager of both 19 LLCs? 20 A Related was the manager of both 21 LLCs. 22 Q Okay. Fine. 23 MS. FODOR: The joint venture 24 partners are both composed the same 25 way?</p>	<p style="text-align: right;">1493</p> <p>1 Monadnock v. Glasswall - Volume VI 2 specifically, do you recall what was 3 Glasswall's obligation with regard to 4 providing windows vis-a-vis the -- the 5 contract -- sorry -- the concrete 6 construction of the building? 7 MR. CINQUE: Objection. He's 8 not even a party to this contract, and 9 he's being asked what -- what it 10 means. 11 MR. KLEINHENDLER: I can ask 12 what it means. 13 CHAIRMAN ROSSI: Overruled. I 14 think he's familiar with the --with 15 the -- with the project, and, you 16 know, we'll -- we'll evaluate the -- 17 the weight to give it after we have 18 heard. 19 So go ahead. 20 A I am going from my 21 recollection. So, however, in -- the 22 documents state the specific number of 23 floors that they were supposed to stay in 24 step with insofar as delivery to the 25 project.</p>
<p style="text-align: right;">1492</p> <p>1 Monadnock v. Glasswall - Volume VI 2 THE WITNESS: Yeah, the 3 tri-venture partners, yes, a related 4 entity, a Monadnock entity, and a 5 Phipps entity. 6 MS. FODOR: Same percentage 7 interest, or you don't recall? 8 THE WITNESS: You have to go to 9 the operating agreement. 10 (There was a discussion off the 11 record.) 12 THE WITNESS: You have to look 13 at the operating agreement. I don't 14 know. 15 CONTINUED EXAMINATION 16 BY MR. KLEINHENDLER: 17 Q Now, you have reviewed this 18 agreement, haven't you, before today? 19 A Hmmm. 20 Q In the -- 21 (There was a discussion off the 22 record.) 23 A Yes, I'm sorry. 24 Q There is a -- there was a scope 25 of work attached in article five, and,</p>	<p style="text-align: right;">1494</p> <p>1 Monadnock v. Glasswall - Volume VI 2 Q Okay. 3 A I believe it's within a few 4 floors. It's -- 5 Q We will go to it. 6 A It's in the schedule B of the 7 contract -- 8 Q All right. Let's go to -- 9 A -- or the scope schedule of the 10 contract. 11 CHAIRMAN ROSSI: Are you now -- 12 is he testifying as to the subcontract 13 between Glasswall and Monadnock? 14 MR. KLEINHENDLER: Yeah, yeah. 15 CHAIRMAN ROSSI: I mean, I 16 realize that, but, you know, although 17 I overruled the objection, where are 18 we really getting with this gentleman? 19 He's not -- he's not a party to 20 the contract. The contract is going 21 to say what it says. 22 We have already heard several 23 times it's supposed to stay six -- six 24 floors ahead. So with all due respect 25 to the witness, if he repeats that,</p>

<p style="text-align: right;">1495</p> <p>1 Monadnock v. Glasswall - Volume VI 2 where does that get us, you know? 3 I don't think it really 4 advances anything. Okay. So I'm -- 5 I'm just a -- reverse ourselves. 6 MR. KLEINHENDLER: I guess it's 7 sustained. 8 THE WITNESS: Strike it. 9 CHAIRMAN ROSSI: You don't have 10 to strike it. 11 CONTINUED EXAMINATION 12 BY MR. KLEINHENDLER: 13 Q Well, I was just going to get 14 to the next question, and that's why I 15 asked that question. 16 In your role at -- at 17 Related -- and you've had -- had an 18 opportunity to construct the buildings, is 19 there any reason why Related or the owner 20 here would have wanted the window 21 deliveries to be within six floors of the 22 concrete superstructure? 23 A Especially in a residential 24 structure, the only way -- there is a lot 25 of finishes, right? It's not a corn shell,</p>	<p style="text-align: right;">1497</p> <p>1 Monadnock v. Glasswall - Volume VI 2 a weather-tight environment. 3 Q Okay. All right. 4 Now, did there come a time when 5 you learned -- again, as -- we're talking 6 to you as a representative of the owner, in 7 your role as Related's executive -- that 8 Glasswall was not going to adhere to the 9 schedule that you understood the project 10 was going on? 11 A I can't -- no. As I get older, 12 I can't name the year, but I know the 13 month. It was around August. And I was 14 brought in. And as I said before, I 15 usually get brought in to help projects 16 that are in trouble. 17 Q All right. So let's take a 18 look at Exhibit 72, please, give everybody 19 time to get there. Exhibit 72. 20 CHAIRMAN ROSSI: How much 21 longer do you have on direct with the 22 witness? 23 MR. KLEINHENDLER: Maybe half 24 an hour. 25 CHAIRMAN ROSSI: Okay. You</p>
<p style="text-align: right;">1496</p> <p>1 Monadnock v. Glasswall - Volume VI 2 commercial building -- juxtapose it against 3 that. 4 You have to install finishes, 5 bathrooms, kitchens, flooring, drywall, 6 painting, wallpaper, whatever the case may 7 be for each individual building -- put in 8 kitchens. 9 And in order to do that, you 10 need a weather-tight and dry environment. 11 It's impossible to do that without an 12 exterior wall, whatever that may be. And 13 in this application, it was a window wall. 14 So, usually, you want to 15 stay -- sorry -- usually, you want to stay 16 within a certain amount of floors of the 17 concrete. In this case, I -- you know, 18 how -- whatever the stipulation was in 19 the -- in the contract that you have gone 20 over already, they -- they stipulated how 21 many floors of -- within the working deck 22 of the concrete that they wanted the 23 contract to be in. 24 You can't finish this room or 25 any room in a residential building without</p>	<p style="text-align: right;">1498</p> <p>1 Monadnock v. Glasswall - Volume VI 2 know what? I -- I -- could we take -- 3 let's take a break right now, okay, 4 just a comfort break. And we will 5 take a normal morning break. I know 6 it's a little early, but ten minutes 7 or so. 8 (A break is taken.) 9 CONTINUED EXAMINATION 10 BY MR. KLEINHENDLER: 11 Q Okay. Showing you Exhibit 72, 12 and I want to focus you on the middle 13 E-Mail here. Just go up a drop, Jocelyn -- 14 Frank Monterisi to Bruce Beal. And you are 15 copied. Do you see that? 16 And just take a look at it and 17 review that middle section. And then we 18 are going to talk about it. Okay. 19 (Previously Marked Exhibit No. 20 72, E-Mail from Frank Monterisi to 21 Bruce Beal, Document is introduced 22 into the proceedings.) 23 A All right. 24 Q I want to focus you now: 25 "News today was not good.</p>

<p style="text-align: right;">1503</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 BY MR. KLEINHENDLER:</p> <p>3 Q This is a letter from a lawyer</p> <p>4 for Glasswall named Clinton Flagg. Let's</p> <p>5 go -- and just go to the back. You are</p> <p>6 copied on this. I am just going to show</p> <p>7 you the last page.</p> <p>8 (There was a discussion off the</p> <p>9 record.)</p> <p>10 Q And, yeah, here, Michael</p> <p>11 Trovini, Related Companies, right?</p> <p>12 That's you?</p> <p>13 A Right.</p> <p>14 Q And I just want to take you to</p> <p>15 the first paragraph, "the undersigned."</p> <p>16 Do you see that?</p> <p>17 "This will acknowledge receipt</p> <p>18 of your letter dated August 12, 2013, with</p> <p>19 questions that a conference be scheduled to</p> <p>20 discuss Glasswall's compliance with the</p> <p>21 agreement. This will confirm that</p> <p>22 representatives of Glasswall, Monadnock,</p> <p>23 and the Related Companies met on</p> <p>24 August 13th in Miami and discussed the</p> <p>25 project."</p>	<p style="text-align: right;">1505</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 Go ahead. Keep going.</p> <p>3 A Greg Bauso runs Monadnock.</p> <p>4 Q Okay. And this was where in</p> <p>5 Miami; do you know?</p> <p>6 A This was at the facilities, the</p> <p>7 Glasswall facilities.</p> <p>8 Q Okay. Go ahead. Take us</p> <p>9 through the meeting.</p> <p>10 A And we met with Ugo, and I</p> <p>11 cannot remember the name of the other --</p> <p>12 the other people that was -- that were</p> <p>13 working for Ugo.</p> <p>14 CHAIRMAN ROSSI: Who was the</p> <p>15 president, you said, of your entity</p> <p>16 that was there?</p> <p>17 THE WITNESS: The president of</p> <p>18 the Related Companies.</p> <p>19 CHAIRMAN ROSSI: What was his</p> <p>20 name?</p> <p>21 THE WITNESS: Bruce Beal.</p> <p>22 CHAIRMAN ROSSI: Okay. Sorry.</p> <p>23 A And we discussed the status of</p> <p>24 the project, and we toured the factory and</p> <p>25 I recall breaking -- and they were</p>
<p style="text-align: right;">1504</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 Now, does this refresh your</p> <p>3 recollection that there was a meeting in</p> <p>4 Miami in August?</p> <p>5 A Right.</p> <p>6 Q Did you attend -- one second --</p> <p>7 did you attend that meeting?</p> <p>8 A Which I attended.</p> <p>9 Q I would like you to discuss</p> <p>10 that meeting with the panel starting with</p> <p>11 who was there and then what was talked</p> <p>12 about, to the best of your recollection?</p> <p>13 A Ugo was there. Bruce Beal was</p> <p>14 there. I was there. Frank Monterisi was</p> <p>15 there.</p> <p>16 Q Who is Frank Monterisi?</p> <p>17 A Frank Monterisi was the</p> <p>18 development manager.</p> <p>19 Q For who?</p> <p>20 A For the ownership entity and he</p> <p>21 works for the Related Companies.</p> <p>22 Q Bruce Beal, who is he?</p> <p>23 A Bruce Beal is the president of</p> <p>24 the Related Companies.</p> <p>25 Q Go ahead.</p>	<p style="text-align: right;">1506</p> <p>1 Monadnock v. Glasswall - Volume VI</p> <p>2 manufacturing not our product but someone</p> <p>3 else's product, meaning the window wall.</p> <p>4 I discovered because I went</p> <p>5 over to the engineering department as -- as</p> <p>6 opposed to walking the factory and watching</p> <p>7 somebody else's window wall be</p> <p>8 manufactured, which is a complete waste of</p> <p>9 time, to see if the engineers had done</p> <p>10 anything as it relates to designing and</p> <p>11 getting the window wall parts and pieces</p> <p>12 designed so that they could then go and</p> <p>13 manufacture it.</p> <p>14 And the engineers were not</p> <p>15 working on it -- and there was only like a</p> <p>16 few of them -- who were not working on our</p> <p>17 project. And it was a -- it was a very sad</p> <p>18 state of affairs as it relates to the</p> <p>19 manufacturing of the window wall for</p> <p>20 Hunters Point South.</p> <p>21 We -- however, we did meet, and</p> <p>22 we did kind of agree to work with each</p> <p>23 other to try to get this window wall</p> <p>24 manufactured, and to move on. And</p> <p>25 subsequent to that, obviously --</p>